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~~SECRET~~*OC/MSB*

NEGOTIATED CONTRACT (SUPPLIES AND SERVICES)

REQUISITION OR OTHER PURCHASE AUTHORITY

59-19255

CONTRACT/TASK ORDER NO.

146-19255-9

25X1

ISSUING OFFICE

NAME

25X1

CONTRACTOR

NAME

25X1

CONTRACT FOR

AMOUNT

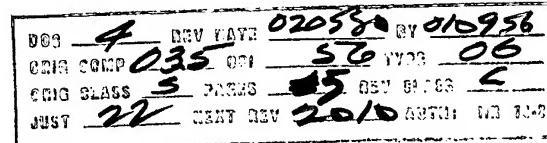
High Speed Electrostatic Printer

(Modified)

\$ 34,300.00

25X1

APPROPRIATION AND OTHER ADMINISTRATIVE DATA



This negotiated contract is entered into pursuant to statutory authority and any required determination and findings have been made.

This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and above named Contractor who is an Individual, Partnership, Corporation, incorporated in the State of , hereinafter called the Contractor.

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The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule, or Task Orders, issued hereunder, for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the terms and conditions on the reverse hereof, attached Schedule and General Provisions. To the extent of any inconsistency between the Schedule and General Provisions, and any specifications or other provisions which are made a part of the contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

The Contractor represents (a) that it is, is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Federal Regs., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9708, which contains the detailed definition and related procedures.), (b) that it has, has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if offeror is a regular dealer, it also represents that all supplies to be furnished hereunder will, will not be manufactured or produced in the United States or its territories or possessions by a small business manufacturer or producer; and, further, makes the representations regarding contingent or other fees, set forth on the reverse hereof.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of 1 June 1959.

SIGNATURES (Type or print all names under all signatures)

CONTRACTOR THE UNITED STATES OF AMERICA

25X1

BY TITLE CONTRACTING OFFICER

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WITNESSES (In case of corporation, witnesses not required, but certificate on the reverse must be completed.)

NOTICE

This material contains information affecting the National Defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Secs. 793 and 794, the transmission or revelation of which in any manner to an unauthorized person is prohibited by law.

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(12)

SECURITY NOTE

This contract and correspondence relating thereto must be handled in strict accordance with classified handling and storage instructions furnished the contractor under separate cover by the procuring activity.

NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

CERTIFICATE

I, _____, certify that I am the _____
 _____ of the corporation named as Contractor herein; that
 _____, who signed this contract on behalf of the Con-
 tractor, was then _____ of said corporation; that said
 contract was duly signed for and in behalf of said corporation by authority of its governing body, and is
 within the scope of its corporate powers.

_____ (Corporate Seal)
 (Signature)

CONTRACTOR'S STATEMENT OF CONTINGENT OR OTHER FEES

The Contractor represents: (a) that he has, has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that he has, has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Regulations, Title 44, Secs. 150.7 and 150.5(d), Fed. Reg. Dec. 31, 1952, Vol. 17, No. 253.)

TERMS AND CONDITIONS

1. SELLER'S INVOICES -- Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract number, Order number (if any), Item number; contract description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The Contractor or his authorized representative will sign ONLY the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation the name of the person signing, as well as the capacity in which he signs, must appear. For example: "John Doe Company, by John Smith, Secretary," "Treasurer," or as the case may be.

2. LABOR INFORMATION -- Attention is invited to the possibility that wage determinations may have been made under the Walsh-Healey Public Contracts Act providing minimum wages for employees engaged in the manufacture for sale to the Government of the supplies covered by this contract. Information in this connection, as well as general information as to the requirements of the act concerning overtime payment, child labor, safety and health provisions, etc. may be obtained from Wage and Hour and Public Contracts Division, Department of Labor, Washington 25, D. C.

3. DISCOUNTS: In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher (properly certified by the Contractor) is received in the office specified by the Government if the latter date is later than the date of delivery.

4. SAMPLES: Samples of items, when required, must be submitted within the time specified and at no expense to the Government. If not destroyed by testing, they will be returned at Contractor's request and expense, unless otherwise specified in the Schedule.

5. GOVERNMENT-FURNISHED PROPERTY -- No material, labor, or facilities will be furnished by the Government unless otherwise provided in the Schedule.

6. AGENTS -- Contracts signed by an agent must be accompanied by evidence of his authority.

7. ALTERATIONS -- Any alterations in this contract made by the Contractor must be initiated by both the Contractor and Contracting Officer.

8. MISTAKES -- Contractors are expected to examine the drawings, specifications, circulars, schedule and all instructions pertaining to the supplies or services. Failure to do so will be at the Contractor's risk. In case of mistake in extension of price the unit price will govern.

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SCHEDULE (SUPPLY CONTRACT)					PAGE NO.	NUMBER OF PAGES OF SCHEDULE
The supplies or services to be furnished, the specifications, the discounts, the time and place of delivery, and any other special terms and conditions applicable to the Contract, Invitation for Bids, or Request for Proposals (as applicable) are set forth below.						
REQUISITION NO. OR OTHER PURCHASE AUTHORITY 59-19255	CONTRACT/TASK ORDER/INVITATION/REQUEST NO. (as applicable) 146-19255-9					
SHIP TO (consignee and destination)	MAIL INVOICES TO Issuing Office					25X1
PERFORMANCE PERIOD/DELIVERY SCHEDULE						
By 1 April 1960 or earlier						
DELIVERY F.O.B.	INSPECTION					
See Below	See Below					
FOLLOWING DISCOUNTS WILL BE ALLOWED BY CONTRACTOR, BIDDER OR OFFEROR FOR PROMPT PAYMENT						
10 CALENDAR DAYS	PERCENT	20 CALENDAR DAYS	PERCENT	30 CALENDAR DAYS	NET	PERCENT
ITEM NO.	SUPPLIES OR SERVICES		QUANTITY (Number of Units)	UNIT	UNIT PRICE	AMOUNT
1.	High Speed Electrostatic Printer Modified		1	ea	\$30,000	\$30,000.00
2.	Maintenance Spare Parts as may be required and ordered		not to exceed			\$ 4,300.00
Specifications:						
<p><u>Item 1</u> - The Printer under Item 1 shall be fabricated and furnished in accordance with Contractor's letter dated April 15, 1959 and attachments thereto entitled "Military Specification - Teleprinter, Electrographic An/GMH-2 (XO-2)" which as noted includes all changes agreed upon prior to March 5, 1959 and set forth in MIL-T-9770 (USAF) dated 22 November 1957 and Exhibit "A" to said Contractor's letter entitled "Modifications to Specifications MIL-T-9770 (USAF)".</p> <p><u>Item 2</u> - Spare parts under Item 2 shall be furnished as may be later determined by the Contractor and the Contracting Officer or his project engineer. The Contractor shall submit at the earliest possible date a suggested list of spare parts as may be required and include therein the proper identification of each part. Upon agreement as to the spare parts to be ordered, the Contractor shall submit a Priced Spare Parts Exhibit, the total of which shall not exceed the amount as set forth for Item 2, unless authorized in writing to do so by the Contracting Officer. In addition, to properly identifying the spare parts, the Contractor shall</p>						
TOTAL \$34,300.00						
NAME OF CONTRACTOR, BIDDER OR OFFEROR [Redacted]						
25X1						

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indicate the items of spare parts which are purchased or fabricated and submit with each Priced Spare Parts Exhibit a price breakdown of representative items of spare parts listed. Upon approval of the Priced Spare Parts Exhibit, the Contract shall be supplemented accordingly by a Supplemental Agreement to this Contract.

Delivery Schedule:

Item 1 - The equipment under Item 1 shall be delivered by April, 1960 and the Contractor shall make every effort, and cooperate with the Contracting Officer's project engineer, in every way, to deliver the item prior to this date as time is of the essence.

Inspection:

Inspection during the course of the performance of the work hereunder shall be made by technical representative(s) of the Contracting Officer. In any event, final inspection and acceptance shall be at destination.

Packing and Packaging:

Shall be in accordance with standard commercial practice for domestic shipment, as set forth in the Uniform Freight Classification for commercial practice, to assure arrival at destination in serviceable condition. Exterior of the container(s) shall bear the item numbers and consignee address.

Markings:

No markings shall be applied on any interior packing material or container or exterior of such container that would identify the Purchaser. Further, no markings shall be applied on any interior packing material or container that would identify the consignee.

Delivery F.O.B.:

The items shown above are f.o.b. the Contractor's plant. It is understood that the Contractor shall ship the said items prepaid to the consignee, risk of loss or damage in transit remaining with the Contractor to the point of destination. The Government shall reimburse the Contractor for such transportation costs when billed as a separate item supported by a copy of the prepaid shipping document.

NAME OF CONTRACTOR

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Security:

The association of the sponsor with the items being procured hereunder is classified SECRET. This classified information shall be divulged only on a need-to-know basis and then only to those who have been authorized in writing by this Government component to have access to classified information. Correspondence originated by the Contractor and/or data to be submitted thereunder, the contents of which contain classified information, or refers to the name and/or address of the Contracting Officer shall be stamped by you with the classification of SECRET.

The items per se under this Contract are UNCLASSIFIED.

Alterations:

- (a) Under General Provisions, Article 30 "Patent Indemnity" is deleted in its entirety.

NAME OF CONTRACTOR

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(When Filled In)

FORM 1412a

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